

Courtney Nicholls

From: David Gassen <dgassen@partnersinarch.com>
Sent: Monday, May 04, 2020 11:01 AM
To: Courtney Nicholls
Subject: RE: Draft Agreement
Attachments: B101-2017 - City of Dexter Final.pdf; Exhibit A Concept Site and Floor Plan.pdf; Exhibit A Character Image.pdf; Exhibit B 2020_Fee_Billing_Policy.pdf; Sample Insurance.pdf

David Gassen, AIA
Principal
PARTNERS in Architecture, PLC
65 Market Street, Suite 200 | Mount Clemens, MI 48043
p: 586-469-3600 | f: 586-469-3607 | m: 248-568-9887
DGassen@partnersinarch.com | www.partnersinarch.com

-----Original Message-----

From: Courtney Nicholls <cnicholls@dextermi.gov>
Sent: Tuesday, March 10, 2020 9:07 AM
To: David Gassen <dgassen@partnersinarch.com>
Cc: Brian Hinz <bhinz@partnersinarch.com>; Andrew Markle <amarkle@partnersinarch.com>
Subject: RE: Draft Agreement

Good morning David,

Below are the comments on the contract. I didn't have a word version to redline. I'm happy to discuss any of them.

- Council voted last night to choose concept 1 (peaked roof over the bays, flat roof over the office space) as the basis for the design moving forward.

It may be helpful to reference that in the opening paragraphs and article 1.

- 1.1.6 - add a clarification that at this time we will not be entering into a sustainable projects exhibit. The language in there about the sensitivity to energy consumption, materials, etc is good. Ok, also added the word "not" to the first line in 11.10.1.2

- We are using Materials Testing Consultants (MTC) for geotechnical - 253 Dino Dr Suite B, Ann Arbor, MI 48103 Ok, Included

- OHM can be included as the civil engineer and surveyor - 34000 Plymouth Rd, Livonia, MI 48150 Ok, Included

- The geotechnical and survey work is underway.

- 1.3 - are we going to use the AIA document on Modeling and Digital Data? Note: We do intend to implement in part Building Information Modeling in the ACAD Revit program as the way to share information and coordinate internally with the Design Team and to document the project.

If not, we should remove that or clarify it.

- 3.6.5 - Clarify that the City will be notified prior to any changes being implemented and/or authorized. Ok, Included

- 4.1.1.15 We will want to have record drawings of the project, so this should be factored into the pricing of the basic service. Ok, Included

- 6.3 and Supplemental Services regarding detailed cost estimating. Council will expect what would likely be defined as detailed cost estimates, so I'd like to incorporate that into the pricing instead of as an extra service. Ok, Included

8.2.2 - our attorney prefers to remove the language that we would use the American Arbitration Association rules and use rules as determined by the mediator. Ok, See edit

9.7 - Remove the termination fee - since there is language that Partners would be paid for any work completed in section 9.6; reduce the license fee to 5% Ok

- 11.1 - remove reference to the sweatshirts since we don't actually have control over those since DAFD is a separate entity OK
- 11.5 - Clarify that compensation is on a not to exceed basis Ok, Included, see 11.1.3 and 11.5
- 11.8.2 - We will be paying quite a bit of mileage, so we would like to remove the 10% markup on reimbursable expenses. Ok, see edit omitting mileage, 11.8.1.1

Comments from our insurance company:

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The requirements in this Section 2.5 do not limit the liability of the Architect. All deductibles or SIR's are the responsibility of the Architect.

I would recommend this language between Section 2.5.6 and 2.5.7 Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to The Owner.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

Architect shall also provide endorsements evidencing the Owner as additional insured for General Liability and Automobile Liability, as well as proof of notice of cancellation. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

Courtney Nicholls
City Manager
City of Dexter
734-426-8303 (main office)
734-580-2229 (direct)

-----Original Message-----

From: David Gassen <dgassen@partnersinarch.com>
Sent: Tuesday, February 04, 2020 12:03 PM
To: Courtney Nicholls <cnicholls@dextermi.gov>
Cc: Brian Hinz <bhinz@partnersinarch.com>; Andrew Markle <amarkle@partnersinarch.com>
Subject: RE: Draft Agreement

Greetings Courtney, attached is a memo with the requested CM info and an updated version of the Draft Agreement. We did make a few edits in addition to your suggestions and attached a highlighted (pages 3,4,5,12,13, and 23) version so you do not have to scan the whole document to see the differences.

Please do not hesitate to phone or email with any questions.

Thanks

David Gassen, AIA
Principal
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Take a look at our updated website